GMR
MARKETING
Gary M. Reynolds & Associates, Inc.

November 9, 1995

Jacqueline Dever
Nick's Roast Beef
16 S. 2nd Street
Philadelphia, PA 19106

Re: **PARLIAMENT Party Zone '95**

Dear Jacqueline:

In confirmation of our discussions, the **PARLIAMENT Party Zone '95 Program** (the "Program") will be conducted at Nick's Roast Beef on:

Dates	Times	
Thurs., November 30, 1995	5:00pm - 8:00pm	WED NOV 22 (5-8pm)
Thurs., December 7, 1995	5:00pm - 8:00pm	WED Dec 6 Blitz (12 - 1AM)
Thurs., December 14, 1995	5:00pm - 8:00pm	

1. Responsibilities

(A) In connection with the Party Zone, Nick's Roast Beef will:

(a) Provide cigarette sales throughout the period of the program.

(i) Allow Gary M. Reynolds & Associates, Inc. ("GMR") to provide a cigarette person to sell discounted Parliament Lights during the promotion.
(ii) Sell Parliament Lights for the duration of the program via the club's normal method of retail sale.

(b) Provide primary signage & lighting opportunities within the club, which will include:

(i) An area at the entrance to the club at which **PARLIAMENT** banners and lighting technologies will be placed.
(ii) Premium areas throughout the club while the Party Zone is there.
(iii) Placement of permanent point of sale piece.

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(c) Provide placement of the **PARLIAMENT** Party Zone Kiosk near entrance or another highly visible area. Subject to approval of GMR.

(d) Designate the above mentioned dates as exclusive **PARLIAMENT** promotion nights. No other sponsored promotions will be conducted during the stated hours, without the express written consent of GMR.

(e) Provide certain discounts and/or special considerations for **PARLIAMENT** wristbanded patrons and VIP card members.

(i)_____

(f) Ensure that club personnel, who are 21 years of age or older, to include bar and waitstaff, will wear **PARLIAMENT** identified clothing during promotional hours.

(g) Provide prominent parking space for **PARLIAMENT** vehicle. (Where available)

(h) Instruct Band and/or DJ to work with **PARLIAMENT** Party Zone Supervisor.

(i) Utilize all bar materials that GMR provides, specifically brew cups, coasters, beverage napkins and bar organizers.

(j) Assist GMR in connecting video camera to club video monitors. (Only in clubs where applicable)

(B) In connection with the Program, GMR will:

(a) Identify customers who are smokers and 21 years of age or older with wristbands. Those customers will become eligible for special promotional considerations at Nick's Roast Beef.

(b) Provide club with bar items including cups, coasters, ashtrays, napkins, message boards and bar organizers.

(c) Provide bar and waitstaff, 21 years of age and older, with **PARLIAMENT** identified clothing to wear during promotional hours.

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(d) Provide promotional merchandise for distribution to smokers 21years of age and older through periodic drawings. Merchandise to include beach towels, t-shirts, caps, etc.

(e) Provide a cigarette person to sell Parliament Lights at a discounted rate during promotional hours.

(f) Provide VIP Cards to consumers who have identified themselves as smokers and have purchased 2 or more packs of Parliament Lights.

(g) Provide permanent point of sale piece to be placed in club.

(h) Provide sponsorship during Parliament promotional hours.

(i) Provide Party Patrol personnel to manage the Party Zone promotional activities.

(j) Provide Polaroid photographs free of charge to wristbandedpatrons, except during postcard program hours.

(k) Provide video camera that will be connected to club video monitors. (Only in clubs where applicable)

2. Sponsorship Payment

For the rights and the permissions granted under this Agreement, GMR will pay Nick's Roast Beef a total of $750.00 of which $375.00 will be paid within 10 days of complete execution of this Agreement and submission of an invoice. The balance of $375.00 will be paid upon program completion and submission of an additional invoice.

3. Term and Termination

The term of this Agreement will commence as of the signing by both parties and will continue through December 17, 1995. GMR may terminate the Agreement without cause on seven days advance written notice to Nick's Roast Beef. If GMR terminates the Agreement, GMR will have no liability or payment obligation to Nick's Roast Beef after the effective date of the notice of termination, with the exception of payments due for promotions satisfactorily executed prior to the notice of termination.

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4. Confidentiality

Nick's Roast Beef, its employees and agents will hold strictly confidential all information and materials provided by GMR to Nick's Roast Beef or created by Nick's Roast Beef in performing the Agreement. Nick's Roast Beef will not use or disclose the information and materials to third parties without the written consent of an authorized representative of GMR. Upon termination or expiration of the Agreement, or within thirty days thereafter, Nick's Roast Beef will return all materials to GMR. Nick's Roast Beef obligation to maintain the confidentiality of all information obtained from GMR will survive the termination of the Agreement.

5. Exclusivity

During the term of the Program, Nick's Roast Beef will not engage in the activities contemplated in the Agreement or similar activities in connection with cigarettes or tobacco products of any other company or entity without prior written consent of GMR, which will not be unreasonably withheld.

6. Indemnity

Nick's Roast Beef indemnifies and holds harmless GMR and Philip Morris incorporated from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of Nick's Roast Beef .

7. Insurance

Not less than 5 days prior to the beginning of the Program, Nick's Roast Beef will provide GMR with certificates of insurance and if requested by GMR, copies of the underlying policies relating to the certificates, issued by insurers acceptable to GMR and Philip Morris and evidencing comprehensive general liability and host liquor liability in an amount suitable to GMR and Philip Morris. The certificates of insurance must name Gary M. Reynolds & Associates, Inc. and Philip Morris Incorporated as additional insureds. The insurance will be maintained by Nick's Roast Beef throughout the term of the Agreement.

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If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

GARY M. REYNOLDS & ASSOCIATES, INC.

BY: Gary M Reynolds
Gary M. Reynolds

Title: President

DATE: 11/21/95

ACCEPTED AND AGREED AS OF THE DATE OF THIS LETTER:

NICK'S ROAST BEEF

By: Jacqueline Deer

Title: Manager

Filing Status: _____

Taxpayer ID Number: _____

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